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UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

RAUL AGUILAR, ADAN INFANTE, EDGAR)
MARTINEZ, DAVID ORTEGA, CUAUHEMOC)
PALMA, HUGO PARDO, MARCO PARDO,)
ISMAEL PARRA, EDUARDO PEREZ, ROSALIO)
PEREZ, MIGUEL RIOS, and DOES 1-10, inclusive,)

Plaintiffs,)

v.)

RUMI CONSTRUCTION, a sole proprietorship of)
HAMID GHAZANFARI; AMANA ENGINEERING)
AND CONSTRUCTION, INC.; AMERICAN)
CONTRACTORS INDEMNITY CO.; OAKLAND)
UNIFIED SCHOOL DISTRICT, and DOES 1-10,)
inclusive,)

Defendants.)
_____)

Case No. C07 00272 JL

**STIPULATION AND ~~ORDER~~ [proposed]
ORDER DISMISSING ACTION**

Plaintiffs RAUL AGUILAR, ADAN INFANTE, EDGAR MARTINEZ, DAVID ORTEGA,
CUAUHEMOC PALMA, HUGO PARDO, MARCO PARDO, ISMAEL PARRA, EDUARDO
PEREZ, ROSALIO PEREZ, and MIGUEL RIOS and Defendants HAMID GHAZANFARI, dba
RUMI CONSTRUCTION, AMANA ENGINEERING AND CONSTRUCTION, INC., AMERICAN
CONTRACTORS INDEMNITY CO, and OAKLAND UNIFIED SCHOOL DISTRICT, by and through
their respective counsel, do hereby jointly stipulate and request as follows:

WHEREAS, afore-named plaintiffs and defendants have executed a Settlement Agreement to avoid the expense, uncertainty and distraction of further litigation, said Agreement expressly acknowledging that no party admits liability or wrongdoing of any kind, and said Agreement expressly releasing all claims as between plaintiffs and defendants and reserving all claims as between defendants;


WHEREAS, said Settlement Agreement is hereby incorporated by reference, and attached hereto as Exhibit A;

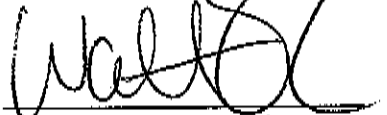
WHEREAS, said Settlement Agreement calls for plaintiffs and defendants to jointly request that the Court order dismissal of this entire action, with prejudice only as to claims between plaintiffs and defendants;

WHEREAS, said Settlement Agreement calls for the Court to retain jurisdiction to enforce compliance with the Settlement Agreement, but not as to reserved claims between defendants;

WHEREAS, said Settlement Agreement requests that dismissal of this action be without prejudice as to reserved claims between defendants;

THEREFORE, plaintiffs do hereby stipulate and jointly request the Court to issue the proposed Order set out below:

Date: 1/27/07 
Philip C. Monrad
Counsel for PLAINTIFFS

Date: 1/29/07 
Walter C. Cook
AMANA ENGINEERING &
CONSTRUCTION, INC.

Dec 03 07 11:12a

Charles Philipps

(415)527-0660

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Date: 12/3/07Charles Philipps, counsel for
American Contractors
Indemnity CompanyDate: 12/4/07Paul V. Simpson
Counsel for Hamid ChazanfariDate: 2/8/08For
OAKLAND UNIFIED
SCHOOL DISTRICT

PURSUANT TO STIPULATION set out above and the parties' Settlement Agreement incorporated by reference herein, this Court hereby orders that this action be dismissed in its entirety, with prejudice as to claims between plaintiffs and defendants and without prejudice as to claims between defendants, this Court to retain jurisdiction to enforce compliance with Settlement Agreement (but not as to reserved claims between defendants) until full performance of its terms is made.

SO ORDERED. Date: 2/13/08
Honorable James Larson
Magistrate Judge,
United States District Court